

COLLECTIVE BARGAINING AGREEMENT
Between

JACKSON COUNTY BOARD OF COMMISSIONERS,
PROSECUTOR
and the

ASSISTANT PROSECUTOR'S ASSOCIATION

January 1, 2018 through December 31, 2020

Collective Bargaining Agreement
Between
Jackson County Board of Commissioners, Prosecutor
and the
Assistant Prosecutor's Association

January 1, 2018 through December 31, 2020

1. All such attorney's are employed under the provisions of the Michigan Statute to serve at the pleasure of the Prosecuting Attorney (MCL 49.31 through 49.35 inclusive, MSA 5.791 through 5.795 inclusive.)
2. The Employer, either in hiring, promoting, advancing or assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, height, weight, marital status or unrelated handicap as defined by law.
3. The members of the Assistant Prosecutor's Association will receive the following benefits for the years 2018 through 2020. If the County increases the medical and prescription coverage provided to other collective bargaining units, the Assistant Prosecutor's will receive the increased benefits. The benefits provided are as follows and subject to the following:
 - a. **Effective Date of Coverage.** To the extent the employee has timely and properly elected coverage, coverage for health and welfare benefits provided for in this Agreement shall be effective upon date of hire.
 - b. **Carriers/Administrators.** The Employer may change the carriers/administrators of health and welfare benefits available under this Agreement.
 - c. **Life Insurance and Accidental Death and Dismemberment Benefits.** The Employer shall provide to each full-time employee covered by this Agreement who meets the applicable eligibility and participation requirements set forth in the underlying life insurance and accidental death and dismemberment plan documents a group life insurance policy of thirty thousand dollars (\$30,000) with accidental death and dismemberment benefit provisions of thirty thousand dollars (\$30,000) at the Employer's entire expense.
 - d. **Group Health Plan Benefits for Employees.** Medical, prescription, dental and vision benefits offered under the County of Jackson Group Health Plan (as amended and restated from time to time) ("Group Health Plan") shall be made available to full-time employees during the plan year. Employees may also be eligible for benefits under the Group Health Plan

to the extent required by applicable federal and/or state law. Please see the Summary Plan Description for the Group Health Plan for complete eligibility and participation requirements for medical, prescription, dental, and vision benefits. Group Health Plan benefit levels eligibility requirements, and/or participation requirements are as set forth in the Group Health Plan.

The parties agree that the Group Health Plan design must not trigger the federal "Cadillac" excise tax to the extent the Cadillac excise tax becomes applicable to the Employer.

Full-time employees (as defined in the Group Health Plan) shall pay no more than a 20% premium share based on the rate for medical and prescription coverage. All employees who participate in the Group Health Plan shall make their required applicable contribution toward the cost of such coverage through bi-weekly payroll deduction. In the event an employee's pay does not cover his or her Group Health Plan premium share, or the employee is not receiving pay, he/she must make direct contributions to the Employer on a bi-weekly basis.

Group Health Plan coverage shall be made available to the Employee's eligible spouse and eligible dependent children. Eligible dependent children may remain on the Employee's Group Health Plan coverage until the end of the calendar month in which the dependent child turns twenty-six (26) years of age.

- e. **Medical and Prescription Benefits for Retirees.** Effective 1/1/2000 medical and prescription coverage provided by the employer will continue for employees retiring from County service with fifteen (15) or more years of service with Jackson County, excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon rates as determined by the third party administrator on a year-to-year basis and upon the terms and conditions stated by the County. Coverage for employees retiring with less than fifteen (15) years of Jackson County service will be funded by the County as follows:

Fourteen (14) Years = 20% (active cost share) + 5% of current rate/premium
Thirteen (13) Years = 20% (active cost share) + 10% of current rate/premium
Twelve (12) Years = 20% (active cost share) + 15% of current rate/premium
Eleven (11) Years = 20% (active cost share) + 20% of current rate/premium
Ten (10) Years = 20% (active cost share) + 25% of current rate/premium

Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre- or post-65 retirees, which is subject to change.

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive Employer funded spousal coverage. Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for medical and prescription benefits. Employees with fifteen (15) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and, upon meeting the age requirement, will be eligible for health insurance benefits.

Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for medical and prescription coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years = 20% (active cost share) + 5% of current rate/premium
Twenty-four (24) years = 20% (active cost share) + 10% of current rate/premium
Twenty-three (23) years = 20% (active cost share) + 15% of current rate/premium
Twenty-two (22) years = 20% (active cost share) + 20% of current rate/premium
Twenty-one (21) years = 20% (active cost share) + 25% of current rate/premium

Employees with less than twenty-six (26) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for medical and prescription benefits. Employees with twenty-six (26) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and, upon meeting the age requirement, will be eligible for medical and prescription benefits.

Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre-or post-65 retirees, which is subject to change.

Retiree spousal coverage for medical and prescription benefits will not be available for employees hired after 1/1/07.

Employees hired on or after December 1, 2010 will not be eligible for medical and prescription benefits upon retirement. They will participate in the Vantagecare Retiree Health Savings Plan (RHS) through ICMA-RC. Parameters of the plan are as follows:

- i. Employer annual contribution of \$1850.00 continues, to be increased to \$1950.00 in 2020. (Increases \$100.00 every five (5) years, based on initial County plan implementation date).
- ii. Employee annual contribution of \$800.00 continues, to be increased to \$850.00 in 2020. (Increases \$50.00 every five (5) years, based on initial County plan implementation date).
- iii. Three (3) year vesting.

- iv. Eligible to receive medical benefit payments upon separation from service with no restrictions.
 - v. Permissible medical benefit payments are those eligible under IRC Section 213 other than direct long-term care expenses and including non-prescription medications allowed under IRS guidance.
 - vi. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.
- f. **Cash in Lieu of Medical and Prescription Benefits.** Full-time employees and retirees who are eligible to receive medical and prescription coverage under the Employer's group health plan may elect to receive a cash payment in lieu of such medical and prescription coverage provided they meet the applicable requirements set forth in the County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time) (the "Section 125 Cafeteria Plan").

The amount of the cash payment shall be determined by the Board of Commissioners each year.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of medical and prescription coverage through a secondary source as explained in the Section 125 Cafeteria Plan; and
- Must complete the Group Health Plan Waiver Agreement form.

TERMINATION OF WAIVER. Should medical and prescription coverage through the secondary source described above be terminated for any reason, the waiver agreement and cash payment shall terminate. The employee or retiree may be permitted to re-enroll in the County's medical and prescription coverage due to a qualifying mid-year change in election event as set forth in the Section 125 Cafeteria Plan provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's group health plan only during an open enrollment period.

Reappointment of an existing Assistant Prosecuting Attorney does not constitute a new hire.

- g. **Governmental Modifications Affecting Coverage.** Any applicable laws, regulations, mandates, and/or other governmental guidance under federal

or state law related to benefits provided under this contract that take effect during the duration of this contract, will be implemented as necessary to comply with the applicable law. The parties acknowledge and agree that benefit coverage provided under this contract may be modified as described above in order to ensure compliance with any such applicable law.

- h. The Assistant Prosecutors will be entitled to Paid Time Off as outlined on the attached document.
- i. Mileage as established by the Board of Commissioners.
- j. The holiday schedule for the duration of this agreement shall correspond to those holidays observed by the court employees as follows:

New Years Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

When a paid holiday occurs on Saturday, the preceding Friday will be recognized as the holiday.

- k. Any other benefits concerning meetings or other items of expense shall be determined by the Prosecuting Attorney and paid for out of the Prosecutor's budget.

4. Wages.

2018: Implement Wage Study; Modified Table + 2.0%
2019: 2.00%
2020: 2.00%

- 5. Pager. Assistant Prosecutor's required by the Prosecutor to carry a pager and/or cellular/digital phone after scheduled workday will be paid one hour at time and one-half per day. Only one Assistant Prosecutor and the "Drug Enforcement Prosecutor" shall receive the "on call" pay each day.

6. "On Call" Duty – Saturday/Sunday. An Assistant Prosecutor required to be in the office for "on call" duty on a day not regularly scheduled as a work day (Saturday or Sunday) shall be allowed to flex that time the following week.
7. Pension. All current and future employees covered by this agreement will make a one time only, irrevocable election of a pension multiplier at 2.0%, 2.25% or 2.5% with the increased cost to be borne by the employees but at a rate not to exceed 2.5%, 5.33%, or 7.85% respectively. Elections and cost identical to those offered to non-bargained for employees.

Employees hired prior to January 1, 2007 may retire at age 60 with 8 years of service.

Employees hired on or after January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of 10 or more years of service. In addition, employees hired on or after January 1, 2007 will be eligible to begin drawing benefits at age 55 after completion of 25 years of service or at any age after completion of 30 or more years of service, during window periods still to be determined.

Window Periods:

2018, 2019, 2020: For pre-2007 hires window period for May/June and November/ December to allow for retirement at age 55 with 10 years of service or any age with 25 years of service. The last day worked must be within the window period.

Defined Contribution Plan: Employees hired on or after 1/1/08 will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

DEFERRED RETIREMENT OPTION PLAN (DROP).

Employees eligible for retirement based on age and/or years of service may elect to participate in the DROP per Retirement System By-Laws. Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.

PURCHASE OF UNIVERSAL CREDITED SERVICE. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. Employees wishing to purchase Universal Credited Service must pay for an individual actuarial study to determine the cost of the purchase. Payment may be made as a lump sum cash payment, transfer from another qualified plan, or by pre-tax payroll deduction for a period not to exceed three (3) years with service credited upon receipt of payment in full. If an employee in the process of

purchasing service credit terminates for any reason the employee is entitled to a refund of those contributions.

8. All lateral and categorical promotions during the existence of said contract will be made at the discretion of the Prosecuting Attorney.
9. The dates referred to as Hire Rate and Years of Service begin from the date of appointment of the individual to the position of Assistant Prosecutor or Assistant Prosecuting Attorney IV, respectively. An Assistant Prosecuting Attorney IV shall progress to the salary level that is closest to his or her present salary level, but which does not result in a lesser salary. Employees may only be placed at the 10 or 15 year step on the wage scale based on actual number of years of service with the County.
10. Each employee shall be entitled to ten (10) days of job related continuing legal education per year requested to and approved by the Prosecutor. Education may be conducted in or out of State and each APA will have \$1,000 per year plus travel expenses.
11. The State of Michigan Bar dues for all Assistant Prosecutors and Chief Appellate and Trial Divisions will be a minimum of \$75.00/Assistant Prosecutor per year. It is further agreed that a new hire must pay his/her own State Bar dues and that his/her money will be reimbursed by Jackson County after one (1) year of service.
12. Upon the effective date of this contract, January 1, 2018, all attorneys presently serving in the Office of the Prosecuting Attorney will be paid at the salary level established by contract for the position they now hold, with full credit for previous time served in their respective positions, subject to the provisions of Paragraph 8.
13. All employees will be required to utilize direct deposit for payment of wages.
14. Longevity payment in the amount of four percent (4%) of base salary on each anniversary date after completion of the fifth (5th) year step in the salary schedule may be granted at the discretion of the Prosecutor.

Employees hired after January 1, 2004 will not be eligible for a longevity payment.
15. The Employer and the Association agree to adhere to the provisions of and any amendments to the Americans with Disabilities Act and Family Medical Leave Act.
16. All provisions of this contract will be in effect for the years 2018, 2019 and 2020. All provisions of this agreement shall remain in effect until settlement is

reached provided that either party may terminate this agreement during the period of negotiations by giving 30 day notice of termination.

Exclusion: Excluded from the recognized group are the Prosecutor and Chief Assistant Prosecutor.

ASSISTANT PROSECUTOR'S ASSOCIATION

PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off employees must have seniority status.
2. Rate of Accumulation.

Employees hired prior to January 1, 2007 shall earn and be credited bi-weekly with paid time off on each pay period and be subject to caps based on the following schedule.

<u>Completion Of:</u>	<u>Hours of PTO</u>	<u>Cap</u>	<u>Rate</u>
7 to 11 Years of Service	216	376	8.308
12 to 15 Years of Service	248	448	9.538
16 or more Years of Service	280	520	10.769

Employees hired on or after 1/1/07 shall earn and be credited bi-weekly with paid time off on each pay period and be subject to caps based on the following schedule.

<u>Completion Of:</u>	<u>Hours of PTO</u>	<u>Cap</u>	<u>Rate</u>
0 to 10 Years of Service	160	240	6.154
11 to 15 Years of Service	200	320	7.692
16 or more Years of Service	240	400	9.231

There will be no payoff of paid time off to any employee separating with less than one (1) year of service with the County.

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), worker's compensation or unpaid time.

3. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.
4. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one-half (1/2) hour and in half hour (1/2) integrals thereafter. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. The Department Head shall attempt to accommodate the request with

regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director.

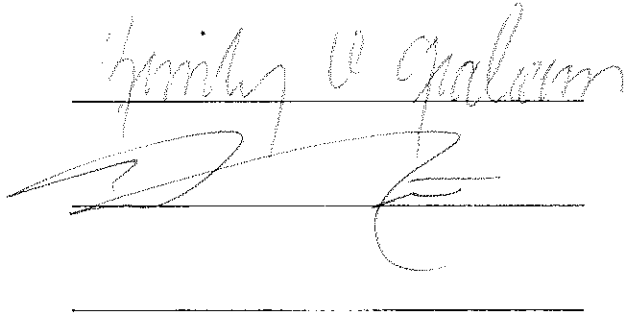
5. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

Medical documentation or a note from a doctor may be required.



6. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.
7. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to prorated paid time off based upon the full-time equivalent hours approved for the position, e.g., a $\frac{3}{4}$ time (75%) position would be credited with six (6) hours of paid time off.
8. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.
9. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off. If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.
10. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
11. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed on this 19th day December, 2017.

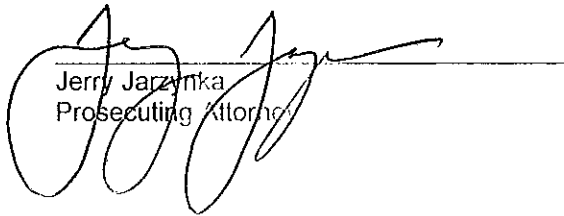
JACKSON COUNTY ASSISTANT
PROSECUTOR'S ASSOCIATION:



JACKSON COUNTY:


Chair, Board of Commissioners

Chair, Personnel & Finance

PROSECUTOR:


Jerry Jarzynka
Prosecuting Attorney

ASSISTANT PROSECUTOR'S ASSOCIATION BENEFITS SUMMARY 2018 – 2020

Core Benefits: \$30,000 Life Insurance; \$30,000 AD&D; Long Term Disability; Employee Assistance Program; and Wellness Benefits shall be available to full-time employees at no cost.

Wellness and employee assistance program benefits shall be available to part-time employees.

In addition to the core benefits referenced above, the benefits listed in the table below are also available to eligible employees. The employees shall share in and/or incur the costs hereof in accordance with other sections of this Agreement and applicable enrollment materials.

Benefit Type	Options
Group Health Plan	Medical, prescription, dental and vision benefits.
Optional Life Insurance	Employee Optional Life: \$10,000 to \$300,000 Spouse Optional Life: \$10,000 to \$50,000 Dependent Child Optional Life: \$5,000
Short-Term Disability (STD) (only available to full-time employees)	\$83.20 annual cost; 1 st day injury; 8 th day illness; 13 weeks; 66 2/3% base salary
Cash-in-Lieu of Medical and Prescription Benefits (only available to full-time employees)	\$3,000 annually (with option to purchase STD, Optional Life, Dental and Vision)
Reimbursement Accounts	Health flexible spending and/or Dependent care assistance program accounts

ASSISTANT PROSECUTORS ASSOCIATION - 2018

For all employees

	Hire/Step 1	Step 2	Step 3	Step 4 (10 yr)	Step 5 (15 yr)
APA I					
	\$ 31.30	\$ 33.74	\$ 36.34	\$ 36.88	\$ 37.44
	\$ 2,504.12	\$ 2,699.03	\$ 2,906.93	\$ 2,950.56	\$ 2,995.11
	\$ 65,107.15	\$ 70,174.79	\$ 75,580.28	\$ 76,714.48	\$ 77,872.77
APA II					
	\$ 33.17	\$ 35.77	\$ 38.52	\$ 39.10	\$ 39.69
	\$ 2,653.55	\$ 2,861.45	\$ 3,081.42	\$ 3,127.83	\$ 3,175.17
	\$ 68,992.34	\$ 74,397.83	\$ 80,117.04	\$ 81,323.61	\$ 82,554.33
APA III					
	\$ 34.86	\$ 37.91	\$ 40.83	\$ 41.44	\$ 42.07
	\$ 2,789.06	\$ 3,033.16	\$ 3,266.12	\$ 3,315.32	\$ 3,365.44
	\$ 72,515.56	\$ 78,862.18	\$ 84,919.22	\$ 86,198.21	\$ 87,501.31
APA IV					
	\$ 39.79	\$ 42.40	\$ 44.99	\$ 45.66	\$ 46.35
	\$ 3,183.52	\$ 3,392.35	\$ 3,599.33	\$ 3,653.16	\$ 3,707.92
	\$ 82,771.51	\$ 88,201.13	\$ 93,582.47	\$ 94,982.11	\$ 96,405.88

ASSISTANT PROSECUTORS ASSOCIATION - 2019

For all employees

	Hire/Step 1	Step 2	Step 3	Step 4 (10 yr)	Step 5 (15 yr)
APA I	\$ 31.93	\$ 34.41	\$ 37.06	\$ 37.62	\$ 38.19
	\$ 2,554.20	\$ 2,753.01	\$ 2,965.07	\$ 3,009.57	\$ 3,055.01
	\$ 66,409.30	\$ 71,578.29	\$ 77,091.88	\$ 78,248.77	\$ 79,430.23
APA II	Step 1	Step 2	Step 3	Step 4 (10 yr)	Step 5 (15 yr)
	\$ 33.83	\$ 36.48	\$ 39.29	\$ 39.88	\$ 40.48
	\$ 2,706.62	\$ 2,918.68	\$ 3,143.05	\$ 3,190.39	\$ 3,238.67
	\$ 70,372.19	\$ 75,885.78	\$ 81,719.38	\$ 82,950.09	\$ 84,205.41
APA III	Step 1	Step 2	Step 3	Step 4 (10 Yr)	Step 5 (15 yr)
	\$ 33.83	\$ 36.48	\$ 39.29	\$ 39.88	\$ 40.48
	\$ 2,706.62	\$ 2,918.68	\$ 3,143.05	\$ 3,190.39	\$ 3,238.67
	\$ 70,372.19	\$ 75,885.78	\$ 81,719.38	\$ 82,950.09	\$ 84,205.41
APA IV	Step 1	Step 2	Step 3	Step 4 (10 Yr)	Step 5 (15 Yr)
	\$ 40.59	\$ 43.25	\$ 45.89	\$ 46.58	\$ 47.28
	\$ 3,247.19	\$ 3,460.20	\$ 3,671.31	\$ 3,726.22	\$ 3,782.08
	\$ 84,426.94	\$ 89,965.15	\$ 95,454.12	\$ 96,881.75	\$ 98,333.99

ASSISTANT PROSECUTORS ASSOCIATION - 2020

For all employees

	Hire/Step 1	Step 2	Step 3	Step 4 (10 yr)	Step 5 (15 yr)
APA I					
	\$ 32.57	\$ 35.10	\$ 37.80	\$ 38.37	\$ 38.95
	\$ 2,605.29	\$ 2,808.07	\$ 3,024.37	\$ 3,069.76	\$ 3,116.11
	\$ 67,737.48	\$ 73,009.85	\$ 78,633.72	\$ 79,813.75	\$ 81,018.83
APA II					
	\$ 34.51	\$ 37.21	\$ 40.07	\$ 40.68	\$ 41.29
	\$ 2,760.76	\$ 2,977.06	\$ 3,205.91	\$ 3,254.20	\$ 3,303.44
	\$ 71,779.63	\$ 77,403.50	\$ 83,353.77	\$ 84,609.09	\$ 85,889.52
APA III					
	\$ 34.51	\$ 37.21	\$ 40.07	\$ 40.68	\$ 41.29
	\$ 2,760.76	\$ 2,977.06	\$ 3,205.91	\$ 3,254.20	\$ 3,303.44
	\$ 71,779.63	\$ 77,403.50	\$ 83,353.77	\$ 84,609.09	\$ 85,889.52
APA IV					
	\$ 41.40	\$ 44.12	\$ 46.81	\$ 47.51	\$ 48.22
	\$ 3,312.13	\$ 3,529.40	\$ 3,744.74	\$ 3,800.75	\$ 3,857.72
	\$ 86,115.47	\$ 91,764.45	\$ 97,363.20	\$ 98,819.39	\$ 100,300.67